

EXHIBIT A

TO REGISTRATION STATEMENT

*Under the Foreign Agents Registration Act of 1938, as amended*

*Furnish this exhibit for EACH foreign principal listed in an initial statement  
and for EACH additional foreign principal acquired subsequently.*

1. Name and address of registrant Sontheimer & Company, Inc., also d/b/a St. Maartens Tourist Information Office 25 W. 39th Street, NYC 10018		2. Registration No. 1648
3. Name of foreign principal Government of Anguilla	4. Principal address of foreign principal Ministry of Tourism The Secretariat, The Valley Anguilla, British West Indies	

5. Indicate whether your foreign principal is one of the following type:

- ☒ Foreign government
- ☐ Foreign political party
- ☐ Foreign or ☐ domestic organization: If either, check one of the following:
- |                                      |  |
|--------------------------------------|--|
| <input type="checkbox"/> Partnership | <input type="checkbox"/> Committee             |
| <input type="checkbox"/> Corporation | <input type="checkbox"/> Voluntary group       |
| <input type="checkbox"/> Association | <input type="checkbox"/> Other (specify) _____ |
- ☐ Individual - State his nationality \_\_\_\_\_

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6. If the foreign principal is a foreign government, state:

a) Branch or agency represented by the registrant.

Department of Tourism

b) Name and title of official with whom registrant deals.

Osborne Fleming, Minister of Tourism

7. If the foreign principal is a foreign political party, state:

not applicable

a) Principal address

b) Name and title of official with whom the registrant deals.

c) Principal aim

8. If the foreign principal is not a foreign government or a foreign political party,

a) State the nature of the business or activity of this foreign principal

not applicable

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b) Is this foreign principal not applicable

Owned by a foreign government, foreign political party, or other foreign principal . . . . Yes ☐ No ☐

Directed by a foreign government, foreign political party, or other foreign principal. . . . Yes ☐ No ☐

Controlled by a foreign government, foreign political party, or other foreign principal . . . . Yes ☐ No ☐

Financed by a foreign government, foreign political party, or other foreign principal . . . . Yes ☐ No ☐

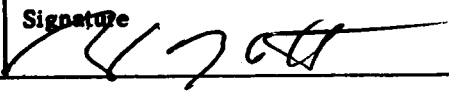
Subsidized in whole by a foreign government, foreign political party, or other foreign principal . . . . . Yes ☐ No ☐

Subsidized in part by a foreign government, foreign political party, or other foreign principal . . . . . Yes ☐ No ☐

9. Explain fully all items answered "Yes" in Item 8(b). (If additional space is needed, a full insert page may be used.)

10. If the foreign principal is an organization and is not owned or controlled by a foreign government, foreign political party or other foreign principal, state who owns and controls it.

not applicable

Date of Exhibit A	Name and Title	Signature
7/29/82	Richard Hazlett, President	

UNITED STATES DEPARTMENT OF JUSTICE  
Washington, D.C. 20530

EXHIBIT B

TO REGISTRATION STATEMENT  
Under the Foreign Agents Registration Act  
of 1938, as amended

INSTRUCTIONS: A registrant must furnish as an Exhibit B copies of each written agreement and the terms and conditions of each oral agreement with his foreign principal, including all modifications of such agreements; or, where no contract exists, a full statement of all the circumstances, by reason of which the registrant is acting as an agent of a foreign principal. This form shall be filed in duplicate for each foreign principal named in the registration statement and must be signed by or on behalf of the registrant.

Name of Registrant

Sontheimer and Company, Inc., also d/b/a  
St. Maarten's Tourist Information Office  
#1648

Name of Foreign Principal

Government of Anguilla

Check Appropriate Boxes:

1. ☒ The agreement between the registrant and the above-named foreign principal is a formal written contract. If this box is checked, attach two copies of the contract to this exhibit.
2. ☐ There is no formal written contract between the registrant and foreign principal. The agreement with the above-named foreign principal has resulted from an exchange of correspondence. If this box is checked, attach two copies of all pertinent correspondence, including a copy of any initial proposal which has been adopted by reference in such correspondence.
3. ☐ The agreement or understanding between the registrant and foreign principal is the result of neither a formal written contract nor an exchange of correspondence between the parties. If this box is checked, give a complete description below of the terms and conditions of the oral agreement or understanding, its duration, the fees and the expenses, if any, to be received.

4. Describe fully the nature and method of performance of the above indicated agreement or understanding.

The registrant is engaged to render its services as public relations counsel in the U.S. and Canada for the promotion of tourism in the island of Anguilla.

5. Describe fully the activities the registrant engages in or proposes to engage in on behalf of the above foreign principal.

registrant will advise the foreign principal on matters affecting tourism in Anguilla and will issue press releases and arrange for publicity in connection with such tourism.

6. Will the activities on behalf of the above foreign principal include political activities as defined in Section 1(o) of the Act? <sup>1/</sup> Yes ☐ No ☒

If yes, describe all such political activities indicating, among other things, the relations, interests or policies to be influenced together with the means to be employed to achieve this purpose.

Date of Exhibit B

Name and Title

Signature

7/29/82

Richard Hazlett, President

*Richard Hazlett*

<sup>1/</sup> Political activity as defined in Section 1(o) of the Act means the dissemination of political propaganda and any other activity which the person engaging therein believes will, or which he intends to, prevail upon, indoctrinate, convert, induce, persuade, or in any other way influence any agency or official of the Government of the United States or any section of the public within the United States with reference to formulating, adopting, or changing the domestic or foreign policies of the United States or with reference to the political or public interests, policies, or relations of a government of a foreign country or a foreign political party.

# SONTHEIMER AND COMPANY, INC.

SUITE 1003 - 25 WEST 39 STREET - NEW YORK, N. Y. 10018

Contract for Public Relations Services between THE GOVERNMENT OF ANGUILLA, (hereinafter referred to as the Client), and SONTHEIMER AND COMPANY, INC, (hereinafter referred to as the Company), a New York corporation, as follows:

1. The term of this Contract shall run from July 1, 1982 to June 30, 1983, and, unless terminated at the end of the first year, shall continue thereafter from year to year, subject to termination effective June 30 of any subsequent year by either party giving the other not less than three months' prior written notice to that effect.
11. The Client hereby retains the Company as its sole public relations agency for the promotion of tourism in the United States and Canada. The services by the Company shall include:
  - Preparation and distribution of releases and other information material for the general consumer press, travel trade journals and special interest publications. Maintaining contacts with travel editors, writers and others who can publicize Anguilla.
  - Arranging press interviews for government officials, hotel people, and others suitable for promoting the tourism industry.
  - Arranging magazine articles.
  - Arranging visits by press people and others of public relations value to Anguilla.
  - Suggesting and arranging special events.
  - Working directly with tour operators, travel agents, airlines and other members of the travel industry to  
/bring . . .

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bring more travellers to Anguilla.

--Counselling the Client on matters of tourism.

111. To implement these obligations, the Company will make available the services of an account director, an account supervisor and staff support as needed.
- 1V. The Company shall not be required to perform services of a political or lobbying nature, nor shall the company be required to pay for advertising placed on behalf of the Client.
- V. The Company shall be reimbursed for any travel of staff members other than between the United States and Anguilla, providing same is authorized by the Client.
- VI. A. The Client will arrange complimentary hotel accommodations including meals for members of the Company in Anguilla on business under this contract, that transportation for them in Anguilla is provided, and will use its best efforts with carriers to obtain complimentary (or reimbursed) transportation for them from St. Maarten to Anguilla and return to St. Maarten.  
B. The Client will do its best to expand the public relations program by endeavoring to obtain the same concessions for press visitors and others who can be helpful to Anguilla, and the Company will try to induce the proper persons to take advantage of such concessions.
- VII. The Company shall enlist airline cooperation to provide complimentary transportation on major carriers serving the Caribbean for press representatives and other persons including Company staff visiting Anguilla for business purposes.

/VII . . .

- VIII. A. The Client will keep the Company informed of developments affecting tourism in Anguilla, and will supply all available statistics.
- B. The Company will report to the Client on its activities under this Contract at least monthly and will supply evidence of results obtained.
- IX. The Company will provide office space in New York for the tourist office on its own premises and for special telephones and directory listings, provide or pay for storage space for literature and pay for all communications costs. Postage covering mailings to consumers, travel agents, and other information office-generated inquiries will be covered under the terms of this contract up to a limit of One Thousand Dollars (\$1,000.00) for the 1982-1983 contract year. Mailings above this amount, with the consent of the Client, will be rebilled to the Client.
- X. A. The Client shall pay to the Company a total annual sum of Fifty-Six Thousand Dollars (\$56,000.00) in the currency of the United States of America as follows: \$9,333.34 on July 1, 1982 and \$4,666.67 on the first of each month thereafter up to 1st May, 1983. In the event of the contract being renewed for the following year, the same schedule of payments shall be instituted unless the Contract is changed by mutual agreement. It is agreed that this total annual sum of \$56,000.00 includes the following: (a) For public relations activities described herein a fee of Thirty-Six Thousand Dollars (\$36,000.00) a year. (b) For the staffing and maintenance of a tourist office for Anguilla a fee of Twenty Thousand Dollars (\$20,000.00) a year.
- B. The Company shall be promptly reimbursed for any  
/projects . . .

projects of an unanticipated or costly nature undertaken at the request or with the consent of the Client.

- XI. A. Payments under Paragraph X herein cover the following: Salaries and fringe benefits of Company staff working on behalf of the Client, taxes, photographic supplies and laboratory cost, cost of telephones, telegrams, postage and mailings, freight and messenger service, press clippings, subscriptions, reference books, travel expenses locally within New York City, entertaining rents and utilities and other overhead items.
- B. At the request of the Client, the Company shall, at cost plus a fifteen percent overhead charge (in addition to the moneys provided by this Contract) produce travel literature and/or motion pictures.

XII. Any controversy or claim arising out of or relating to this Contract, or breach or alleged breach thereof, shall be settled by arbitration in New York City, New York, in accordance with the Rules of the American Arbitration Association then obtaining, and judgement upon the award rendered by the Arbitrator(s) may be entered in any Court having jurisdiction thereof.

XIII. No waiver in any one or more instances by either of the parties of any breach by the other party of any terms or provisions contained in this Contract shall be considered a waiver of any succeeding or preceding breach.

XIV. All notices to be made hereunder to the Client shall be made to and in the name of ANGUILLA, WEST INDIES, at the Ministry of Tourism, The Valley, Anguilla, West Indies. Any notices required to be sent to the Company hereunder shall be made to SONTHEIMER AND COMPANY, INC. at 25 West 39th Street, New York, New York 10018.

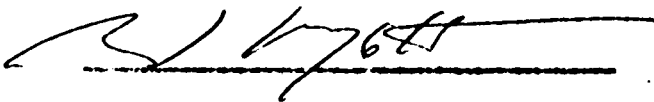
/XV . . .



XV. This Contract is complete and embraces the entire understanding between the parties; all prior agreements between the parties oral or in writing, having been merged herein. This Contract may not be changed or supplemented orally but only in writing signed by both parties hereto. This Contract is made in the STATE OF NEW YORK and shall be construed in accordance with the laws of New York applicable to contracts wholly to be performed therein.

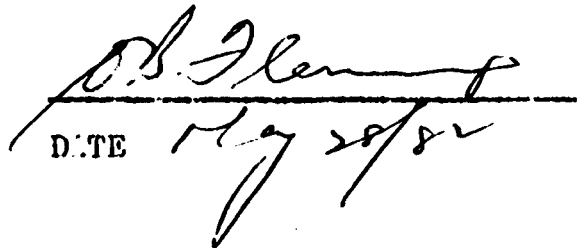
SONTHEIMER AND COMPANY, INC.  
BY

ANGUILLA, WEST INDIES  
BY



DATE

6/16/82



DATE

May 20/82